

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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JESSE ADELAAR,

Case No.: 12 CIV 3054 – RJS

Plaintiff,

-against-

ANSWER

SPROUT FOODS, INC.,

Defendant.

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Defendant, Sprout Foods, Inc. (Sprout) by counsel, serve this Answer in response to the Complaint of plaintiff, Jesse Adelaar (the Plaintiff), upon information and belief as follows.

1. The allegations in Paragraph 1 of the Complaint are Plaintiff's characterization of his claim to which no response is necessary. To the extent one is required, Defendant denies the allegations in Paragraph 1.

2. Sprout denies the allegations of Paragraph 2 of the Complaint.

3. Sprout denies the allegations in Paragraph 3 of the Complaint.

4. Sprout denies the allegations of Paragraph 4 of the Complaint.

5. Sprout denies the allegations in Paragraph 5 of the Complaint.

6. Sprout denies the allegations in Paragraph 6 of the Complaint.

7. Sprout denies the allegations of Paragraph 7 of the Complaint.

THE PARTIES

8. Sprout lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 8 of the Complaint.

9. Sprout admits the allegations of Paragraph 9 of the Complaint.

JURISDICTION AND VENUE

10. Sprout lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 10 of the Complaint.

11. Sprout denies the allegations in Paragraph 11 of the Complaint.

FACTS:

12. The allegations in Paragraph 12 of the Complaint are Plaintiff's characterization of his claim to which no response is necessary. To the extent one is required, Defendant denies the allegations in Paragraph 12.

13. The allegations in Paragraph 13 of the Complaint are Plaintiff's characterization of his claim to which no response is necessary. To the extent one is required, Defendant denies the allegations in Paragraph 13.

14. The allegations in Paragraph 14 of the Complaint are Plaintiff's characterization of his claim to which no response is necessary. To the extent one is required, Defendant denies the allegations in Paragraph 14.

15. Sprout denies the allegations of Paragraph 15 of the Complaint.

16. Sprout denies the allegations of Paragraph 16 of the Complaint.

17. Sprout denies the allegations of Paragraph 17 of the Complaint, except admits that the parties entered into an agreement to which the Court is respectfully referred for its complete terms.

18. Sprout denies the allegations of Paragraph 18 of the Complaint.

19. Sprout denies the allegations of Paragraph 19 of the Complaint except admits that the parties entered into an agreement to which the Court is respectfully referred for its complete terms.

20. Sprout denies the allegations of Paragraph 20 of the Complaint except admits that the parties entered into an agreement to which the Court is respectfully referred for its complete terms.

21. Sprout denies the allegations of Paragraph 21 of the Complaint.

22. Sprout denies the allegations of Paragraph 22 of the Complaint.

23. The allegations in Paragraph 23 of the Complaint are Plaintiff's characterization of his claim to which no response is necessary. To the extent one is required, Defendant denies the allegations in Paragraph 23.

24. The allegations in Paragraph 24 of the Complaint are Plaintiff's characterization of his claim to which no response is necessary. To the extent one is required, Defendant denies the allegations in Paragraph 24.

25. Sprout admits the allegations of Paragraph 25 of the Complaint.

26. The allegations in Paragraph 26 of the Complaint are Plaintiff's characterization of his claim to which no response is necessary. To the extent one is required, Defendant denies the allegations in Paragraph 26.

27. The allegations in Paragraph 27 of the Complaint are Plaintiff's characterization of his claim to which no response is necessary. To the extent one is required, Defendant denies the allegations in Paragraph 27.

28. The allegations in Paragraph 28 of the Complaint are Plaintiff's characterization of his claim to which no response is necessary. To the extent one is required, Defendant denies the allegations in Paragraph 28.

AS AND FOR A FIRST CAUSE OF ACTION

29. In response to Paragraph 29 of the Complaint, Sprout repeats and realleges each of its responses in Paragraphs 1 through 28 of this Answer.

30. Sprout denies the allegations of Paragraph 30 of the Complaint.

31. Sprout denies the allegations of Paragraph 31 of the Complaint.

32. Sprout denies the allegations of Paragraph 32 of the Complaint.

33. Sprout denies the allegations of Paragraph 33 of the Complaint.

34. Sprout denies the allegations of Paragraph 34 of the Complaint.

AS AND FOR A SECOND CAUSE OF ACTION

35. In response to Paragraph 35 of the Complaint, Sprout repeats and realleges each of its responses in Paragraphs 1 through 34 of this Answer.

36. Sprout denies the allegations of Paragraph 36 of the Complaint.

37. Sprout denies the allegations of Paragraph 37 of the Complaint.

38. Sprout denies the allegations of Paragraph 38 of the Complaint.

39. Sprout denies the allegations of Paragraph 39 of the Complaint.

40. Sprout denies the allegations of Paragraph 40 of the Complaint.

FIRST AFFIRMATIVE DEFENSE

41. Upon information and belief, Plaintiff has failed to mitigate its damages, if any, in connection with this action.

SECOND AFFIRMATIVE DEFENSE

42. The Complaint fails to state a cause of action as against Sprout.

THIRD AFFIRMATIVE DEFENSE

43. Upon information and belief, the Plaintiff has waived the claims asserted in the Complaint as against Sprout.

FOURTH AFFIRMATIVE DEFENSE

44. Upon information and belief, the Plaintiff is estopped from asserting the claims contained within the Complaint as against Sprout.

FIFTH AFFIRMATIVE DEFENSE

45. Upon information and belief, the Plaintiff has not been damaged to the amount alleged in the Complaint, if at all.

SIXTH AFFIRMATIVE DEFENSE

46. Upon information and belief, the Plaintiff's claims are barred based on fraud.

SEVENTH AFFIRMATIVE DEFENSE

47. Upon information and belief, the Plaintiff's claims are barred based on the statute of frauds.

EIGHTH AFFIRMATIVE DEFENSE

48. Upon information and belief, Sprout states that there exists a defense to the causes of action asserted in the Complaint which is founded upon documentary evidence.

NINTH AFFIRMATIVE DEFENSE

49. Sprout hereby gives notice that it intends to rely upon such other and further defenses as may become available to it or apparent during the discovery of this action, including under any contract provisions under the agreement between the

